

ROCKY MOUNTAINEER CONTEST RULES

THE ROCKY MOUNTAINEER CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THE PROVINCE OF ONTARIO OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

1. ELIGIBILITY. To be eligible for this Contest, an individual must:

- (a) be a legal resident of the province of Ontario; and
- (b) be of the age of majority in the province of Ontario or older at the time of entry; and
- (c) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined below) submitted in connection with the Contest; and

Employees of Shaw Television Limited Partnership, Rocky Mountaineer (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD. The Contest begins at 6:00 a.m. Eastern Daylight Time ("EDT") on Wednesday, May 16, 2012 and ends at 9:00 a.m. EDT on Wednesday, May 16, 2012 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. To enter, each entrant must send an e-mail to info@morningshow.ca which includes a written submission about why you should win the contest (the "Work"). No entries will be accepted by any other means.
- (b) By participating in this Contest, entrant represents and warrants that: (i) the Work does not contain any material that is libelous, defamatory, profane or obscene; (ii) the Work is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Work as contemplated by these Contest Rules; and (iii) the Work does not infringe upon the intellectual property or other statutory or common law rights of any third party.
- (c) Limit of one (1) entry per person. In the case of multiple entries, only the first eligible entry will be considered.

- (d) All entries including the Work become the sole property of the Sponsors and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.
- (f) Entries received shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

4. PRIZE.

- (a) There is one (1) prize ("Prize") available to be won by the Prize winner ("Winner") consisting of a trip for two (2) to experience a two (2) day all daylight rail package from Vancouver, British Columbia to either Banff or Calgary, Alberta which shall include:
 - (i) one-way economy airfare for the Winner and his/her guest (the "Guest") leaving together from the same gateway in Toronto, Ontario to Vancouver, British Columbia;
 - (ii) one-way economy airfare for the Winner and his/her Guest leaving together from the same gateway in Calgary, Alberta to Toronto, Ontario;
 - (iii) two (2) all daylight, Rocky Mountaineer "First Passage to the West Route" rail package tickets in GoldLeaf Service for Winner and Guest travelling from Vancouver, B.C. to Kamloops, B.C. and Kamloops, B.C. to either Banff or Calgary, AB.
 - (iv) one (1) night hotel accommodation to be selected by Sponsors in their sole discretion for the Winner and Guest based on double occupancy in Vancouver, Kamloops and either Banff or Calgary. (For greater clarity, a total of three (3) nights hotel accommodations); and
 - (v) ground transportation for the Winner and Guest to and from the train and hotel in Kamloops.
- (b) Prize has an approximate value of seven thousand Canadian dollars (CDN\$7,000). Actual value of Grand Prize will depend on departure city.
- (c) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (d) Prize will be distributed in the form of a certificate ("Certificate") within three (3) business days after Winner has been successfully contacted and notified of his/her Prize

and fulfilled the requirements set out herein. To redeem the Certificate, contact a Rocky Mountaineer In-house Vacation Consultant at 1-800-665-RAIL (7245) and quote the Certificate number.

- (e) Reservations should be made at least four (4) weeks prior to your departure. Reservations are based upon availability of space for the period requested. This Certificate is valid only when signed by the President & CEO of Rocky Mountaineer. In using this Certificate, the user agrees to the terms and conditions set forth by Rocky Mountaineer. For more information, please see Rocky Mountaineer's 2012 product brochure or visit our website at www.rockymountaineer.com.
- (f) Winner and his/her Guest must be available to travel from June 1, 2012 to October 4, 2012 and prize must be used no later than October 4, 2012. Travel cannot be redeemed during the months of May or September. Should Winner and/or Guest be unable to travel on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner. Winner and Guest will be responsible for all other ground transportation other than as set out in section 4. (a)(v) above, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Prize.
- (g) Guest must comply with the Contest Rules and sign and return the Release (described below). Guest must be the age of majority or older.
- (h) Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (i) Shipped Prizes shall not be insured and the Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.
- (j) Prize booking is subject to availability.

5. WINNER SELECTION.

One (1) Winner shall be selected as follows:

- (a) On May 16, 2012 in Toronto, Ontario, one (1) entrant will be selected by a random draw from all eligible entries received during the Contest Period. Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).
- (b) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN MAY 16, 2012 AT 5:00 P.M. EDT AND MUST RESPOND WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must

respond by telephone to the contact number provided in the notification, and the selected entrant's response must be received by the Sponsors within five (5) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
- 6. **RELEASE.** Winner and Guest will be required to execute a legal agreement and release ("Release") that confirms Winner's and Guest's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work and Winner's and Guest's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
 - 7. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
 - 8. **RIGHTS CLEARANCE.** By providing the Work to the Sponsors in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive licence to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The entrant hereby confirms that the Work is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof. Sponsors assume no responsibility for any claims of infringement of rights to

copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsors that the Work do not infringe any copyright interest of any third party and that the Work is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

9. **LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, and/or the Contest Website.
10. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at www.globaltoronto.com (the "Contest Rules Website") throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Rules Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Shaw Media Inc. property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST RULES WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner and Guest must at all times behave appropriately when taking part in the Prize and observe the Contest Rules and any other rules or regulations in force on the train and/or at the hotels. The Sponsors reserve the right to remove from the train and/or the hotels, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and /or Guest.

11. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, age, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Sponsors the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) Shaw Media will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with Shaw Media's Privacy Policy at: www.shawmedia.ca/privacy.asp.

12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited. SHAW MEDIA is a trade-mark of Shaw Cablesystems G.P., used under licence.

13. TERMINATION. Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

14. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

15. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.